

 County of San Bernardino F A S STANDARD CONTRACT	E <input checked="" type="checkbox"/> New M <input type="checkbox"/> Change X <input type="checkbox"/> Cancel		Vendor Code		SC	Dept. ACR	A	Contract Number			
	County Department Auditor/Controller-Recorder					Dept. ACR	Orgn. ACR	Contractor's License No.			
	County Department Contract Representative De Ana M. Thompson					Ph. Ext. (909) 386-8893		Amount of Contract			
	Fund SDW	Dept. REC	Org. REC	Appr. 200	Obj./Rev Source 2445	Activity		GRC/PROJ/JOB Number			
	Commodity Code			Estimated Payment Total by Fiscal Year							
	Project Name Micrographics and Indexing			FY 03 04 05	Amount 378,425 367,650 387,225	I/D — — —	FY — — —	Amount — — —	I/D — — —		

THIS CONTRACT is entered into in the State of California by and between the County of San Bernardino, hereinafter called the COUNTY, and

Name
 PFA Inc.
 Address
 9980 Glenoaks Blvd, Ste. F
 Sun Valley, CA 91352-1024
 Phone
 818-504-1996
 Federal ID No. or Social Security No.
 95-2587603

hereinafter
 called Vendor

WHEREAS, the COUNTY of San Bernardino, through the Auditor/Controller-Recorder's Office is in need of qualified micrographics and indexing services for the Recorder Division; and

WHEREAS, the COUNTY after due investigation and deliberation has determined that a qualified VENDOR should be retained to perform the services hereinafter set forth; and

WHEREAS, VENDOR is a well-recognized firm possessing the necessary knowledge, skills, and abilities to perform the tasks required;

NOW THEREFORE, it is mutually agreed as follows:

1. COUNTY hereby contracts with VENDOR to perform those services described in Attachment A and subject to those terms and conditions hereinafter set forth.
2. VENDOR agrees that it and its personnel shall preserve as confidential any confidential records or information that they may be required to examine in the performance of services under this Agreement, including, but not limited to, the types of records mentioned in California Government Code § 6254.
3. VENDOR agrees that it shall not sell, or in any way distribute, any index data or any images resulting from this contract.

4. VENDOR shall maintain for five (5) years all reports, notes, records, or other written information obtained in performance of this Agreement and the County Auditor/Controller-Recorder or his agent shall have access to the same for examination or copying.
5. VENDOR shall be prepared to, and shall if requested, make one of its officers who is knowledgeable with the subject matter of this Agreement available to address the Board of Supervisors regarding the report and its recommendations and respond to any questions from members of the Board concerning the study and recommendations.
6. COUNTY agrees that its officials and employees will cooperate with and assist representatives of VENDOR in every reasonable way to enable VENDOR to secure all information and data required to perform the services herein provided for.
7. This Agreement shall be administered for COUNTY by the Auditor/Controller Recorder or his designee:

De Ana M. Thompson, Chief Deputy Recorder
222 W Hospitality Lane, 1st Floor
San Bernardino, CA 92415-0022
(909) 386-8924

A. CONSIDERATION

1. As total compensation for all services to be performed by VENDOR under this Agreement, COUNTY shall pay VENDOR \$.27 per document for the indexing services and \$.02 per image to convert digitized images to microfilm, plus \$25 per conversion event, as described in Attachment A.
2. Should the VENDOR encounter issues that may alter the scope of work, VENDOR shall immediately advise and seek written approval from the **Auditor/Controller-Recorder**.

B. GENERAL

1. Representation of the County

In the performance of the Agreement, VENDOR, its agents and employees, shall act in an independent capacity and not as officers, employees, or agents of the County of San Bernardino.

2. Vendor Primary Contact

The VENDOR will designate an individual to serve as the primary point of contact for the Agreement. VENDOR or designee must respond to COUNTY inquiries within two (2) business days. VENDOR shall not change the primary contact without written acknowledgement to the COUNTY.

3. Change of Address

VENDOR shall notify the COUNTY in writing of any change in mailing address within ten (10) business days of the change.

4. Subcontracting

VENDOR agrees not to enter into any subcontracting agreements for work contemplated under the Agreement without first obtaining written approval from the COUNTY. Any subcontracting shall be subject to the same terms and conditions as VENDOR. VENDOR shall be fully responsible for the performance and payments of any subcontractor's Agreement.

5. Contract Assignability

Without the prior written consent of the COUNTY, the Agreement is not assignable by VENDOR either in whole or in part.

6. Contract Amendments

VENDOR agrees any alterations, variations, modifications, or waivers or provisions of the Agreement, shall be valid only when reduced to writing, executed and attached to the original Agreement and approved by the required persons.

7. Termination for Convenience

The COUNTY for its convenience may terminate this Agreement in whole or in part upon thirty- (30) calendar day's written notice. If such termination is effected, an equitable adjustment in the price provided for in this Agreement shall be made. Such adjustment shall provide for payment to the VENDOR for services rendered and expenses incurred prior to the effective date of termination. Upon receipt of termination notice, VENDOR shall promptly discontinue services unless the notice directs otherwise. VENDOR shall deliver promptly to COUNTY (if necessary) all completed work, and work in progress, including drafts, documents, plans, forms, data, products, graphics, computer programs and reports.

8. Retention of Intellectual Property Rights by Vendor

Notwithstanding termination of the Agreement by either Party, for whatever reason, VENDOR owns and retains all VENDOR Intellectual Property.

9. Attorney Fees and Costs

If any legal action is instituted to enforce any party's rights hereunder, each party shall bear its own costs and attorneys' fees, regardless of who is the prevailing party, This paragraph shall not apply to those costs and attorneys'

fees directly arising from a third-party legal action against a party hereto and payable under Part C, paragraph 1, INDEMNIFICATION.

10. Venue

The venue of any action or claim brought by any party to this Agreement will be the Superior Court of California, San Bernardino District. Each party hereby waives any law or rule of the court, which would allow them to request or demand a change of venue. If any action or claim concerning this Agreement is brought by any third-party and filed in another venue, the parties hereto agree to use their best efforts to obtain a change of venue to San Bernardino County.

11. Jury Trial Waiver

VENDOR and COUNTY hereby waive their respective rights to trial by jury for any cause of action, claim, counterclaim, or cross-complaint in any action, proceeding, and/or hearing brought by either VENDOR against COUNTY or COUNTY against VENDOR on any matter arising out of, or in any way connected with this Agreement, the relationship of VENDOR and COUNTY, or any claim of injury or damage, or the enforcement of any remedy under any law, statute, or regulation, emergency or otherwise, now or hereafter in effect.

12. Licenses and Permits

VENDOR shall ensure that it has all necessary licenses and permits required by the laws of Federal, State, County, and municipal laws, ordinances, rules and regulations. The VENDOR shall maintain these licenses and permits in effect for the duration of this Agreement. VENDOR will notify COUNTY immediately of loss or suspension of any such licenses and permits. Failure to maintain a required license or permit may result in immediate termination of this Agreement.

13. Labor Laws

VENDOR shall strictly adhere to the applicable provisions of the Labor Code regarding the employment of apprentices; minimum wages; travel and subsistence pay; retention and inspection of payroll records; workers compensation; payment of wages. The VENDOR shall forfeit to the COUNTY the penalties prescribed in the Labor Code for violations.

14. Notification

In the event of a problem or potential problem that will impact the quality or quantity of work, services, or the level of performance under this Agreement, the VENDOR shall notify the COUNTY immediately, in writing **and** by telephone.

15. Conflict of Interest

VENDOR shall make all reasonable efforts to ensure that no County officer or employee, whose position in the County enables him/her to influence any award of this Agreement or any competing offer, shall have any direct or indirect financial interest resulting from the award of this Agreement or shall have any relationship to the VENDOR or officer or employee of the VENDOR.

16. Improper Consideration

VENDOR shall not offer (either directly or through an intermediary) any improper consideration such as, but not limited to, cash, discounts, service, the provision of travel or entertainment, or any items of value to any officer, employee or agent of the COUNTY in an attempt to secure favorable treatment regarding this Agreement.

The COUNTY, by written notice, may immediately terminate any Agreement if it determines that any improper consideration as described in the preceding paragraph was offered to any officer, employee or agent of the COUNTY with respect to the proposal and award process. This prohibition shall apply to any amendment, extension or evaluation process once a Agreement has been awarded.

VENDOR shall immediately report any attempt by a County officer, employee or agent to solicit (either directly or through an intermediary) improper consideration from VENDOR. The report shall be made to the supervisor or manager charged with supervision of the employee or to the County Administrative Office. In the event of a termination under this provision, the County is entitled to pursue any available legal remedies.

17. Former County Officials

VENDOR agrees to provide or has already provided information on former San Bernardino County administrative officials (as defined below) who are employed by or represent VENDOR. The information provided includes a list of former County administrative officials who terminated County employment within the last five years and who are now officers, principals, partners, associates or members of the business. The information also includes the employment with or representation of VENDOR. For purposes of this provision, "County administrative official" is defined as a member of the Board of Supervisors or such officer's staff, County Administrative Officer or member of such officer's staff, County department or group head, assistant department or group head, or any employee in the Exempt Group, Management Unit, or Safety Management Unit.

18. Inaccuracies or Misrepresentations

If in the course of or the administration of this agreement, COUNTY determines that VENDOR has made a material misstatement or misrepresentation or that materially inaccurate information has been provided to the COUNTY, this Agreement may be immediately terminated. If the Agreement is terminated

according to this provision, the COUNTY is entitled to pursue any available legal remedies.

19. Recycled Paper Products

The COUNTY has adopted a recycled product purchasing standards policy (11-10), which requires contractors to use recycled paper for proposals and for any printed or photocopied material created as a result of a Agreement with the COUNTY. The policy also requires VENDOR to use both sides of paper sheets for reports submitted to the COUNTY whenever practicable.

20. Invoices

VENDOR shall provide COUNTY itemized invoices, in arrears, for services performed under this Agreement.

21. Ownership of Documents

With the exception of VENDOR intellectual property, all documents, data, products, graphics, computer programs and reports prepared by VENDOR pursuant to this Agreement shall be considered property of the COUNTY upon payment for services. All such items shall be delivered to COUNTY at the completion of work under this Agreement, subject to the requirements of Section B-7 (Termination for Convenience).

22. Release of Information

No news releases, advertisements, public announcements or photographs arising out of this Agreement or Vendor's relationship with County may be made or used without prior written approval of the County.

23. Relationship of Parties

VENDOR's relation to COUNTY shall be that of an independent contractor (and not a partner or joint venturer) solely responsible for the manner and means by which the duties delineated in this Agreement are carried out. VENDOR shall not be construed for any purpose to be an employee subject to the control and direction of COUNTY. The Parties hereto shall each be responsible in all respects for their respective employees and businesses.

24. Entire Agreement

This Agreement constitutes the entire agreement between the Parties pertaining to the subject matter contained herein and supersedes all prior and contemporaneous agreements, representations, and understandings, whether oral or written, of the Parties. Attachment A is incorporated herein by reference.

25. Waiver

No waiver of any of the provisions of this Agreement shall be deemed, or shall constitute, a waiver of any other provision, whether or not similar, nor shall any waiver constitute a continuing waiver. No waiver shall be binding unless executed in writing by the Party making the waiver.

26. Severability

If any one or more provisions of this Agreement shall be found to be illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

27. Counterparts and Facsimile Signatures

This Agreement may be executed simultaneously in one or more counterparts and by signatures sent by facsimile, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

28. Governing Law

This Agreement shall be deemed executed in the State of California and shall be construed in accordance with and its performance shall be governed by the laws of the State of California, notwithstanding choice of law rules.

29. Authorization

The individuals executing this Agreement, and the Parties for whom they sign, hereby represent that they are and have been duly authorized to do so on behalf of the Party for whom they are signing, and that the execution hereof does not constitute a violation of any applicable law, ordinance, or regulation affecting such Party or its conduct, and further does not constitute a breach of any Agreement with any third party or infringe upon the legitimate Agreement or ownership rights of any third party with respect to the subject matter hereof.

30. Solicitation of Employees

During the term of this Agreement and continuing for one (1) year after the termination hereof, COUNTY and VENDOR agree they shall not hire, contract, or solicit the employment of any current or previous employee of the other party without the prior written authorization of the other party, unless a period of twelve (12) months has elapsed from the last date that such employee was employed by the other party.

C. Indemnification and Insurance Requirements

1. Indemnification

The VENDOR agrees to indemnify, defend and hold harmless the County and its authorized officers, employees, agents and volunteers from any and all claims, actions, losses, damages and/or liability arising from VENDOR's acts, errors or omissions and for any costs or expenses incurred by the County on account of any claim therefore, except where such indemnification is prohibited by law. Without affecting the duty to defend, for any claims, actions, losses, damages and/or liability other than for willful misconduct reported more than 30 days PFA, Inc's shipment of the film, upon which the claim, action, loss, damage or liability is based, PFA's indemnification shall be limited to the amount of the insurance limits required pursuant to section 2 of this agreement.

COUNTY agrees to indemnify, defend and hold harmless PFA, Inc. and its authorized officers, employees, agents and volunteers from any and all claims, actions, losses, damages and/or liability arising from COUNTY'S acts or failure to act and for any costs and expenses incurred by PFA, Inc.

on account of any claim therefore, except where such indemnification is prohibited by law.

In the event the COUNTY and VENDOR are found to be comparatively at fault for any claim, action, loss, damage or liability resulting from their respective obligations under this Agreement, each shall indemnify the other according to the extent of its comparative fault.

2. Insurance Coverage

Without in any way affecting the indemnity herein provided and in addition thereto, the VENDOR shall secure and maintain throughout the Agreement the following types of insurance with limits as shown:

2.1 Workers' Compensation

A program of Workers' Compensation insurance or a State-approved Self-Insurance Program in an amount and form to meet all applicable requirements of the Labor Code of the State of California, including Employer's Liability with \$250,000 limits, covering all persons providing services on behalf of the VENDOR and all risks to such persons under this Agreement.

If Contractor has no employees, it may certify or warrant to County that it does not currently have any employees or individuals who are defined as "employees" under the Labor Code and the requirement for Workers' Compensation coverage will be waived by the County's Risk Manager.

With respect to Contractors that are non-profit corporations organized under California or Federal law, volunteers for such entities are required to be covered by Workers' Compensation insurance. If the County's Risk Manager determines that there is no reasonably priced coverage for volunteers, evidence of participation in a volunteer insurance program may be substituted.

2.2 Comprehensive General and Automobile Liability Insurance

This coverage to include contractual coverage and automobile liability coverage for owned, hired and non-owned vehicles. The policy shall have combined single limits for bodily injury and property damage of not less than one million dollars (\$1,000,000).

2.3 Professional Liability

Professional liability insurance with limits of at least \$1,000,000 per claim or occurrence.

3. Additional Named Insured

All policies, except for the Workers' Compensation, Errors and Omissions and Professional Liability policies shall contain additional endorsements naming the COUNTY and its officers, employees, agents and volunteers as additional named insured with respect to liabilities arising out of the performance of services hereunder.

4. Waiver of Subrogation Rights

The VENDOR shall require the carriers of the above-required coverage to waive all rights of subrogation against the COUNTY, its officers, employees, agents, volunteers, vendors, and subcontractors.

5. Policies Primary and Non-Contributory

All policies required above are to be primary and non-contributory with any insurance or self-insurance programs carried or administered by the COUNTY.

6. Proof of Coverage

The VENDOR shall immediately furnish certificates of insurance to the County Department administering the Agreement evidencing the insurance coverage, including the endorsements above required, prior to the commencement of performance of services hereunder, which certificates shall provide that such insurance shall not be terminated or expire without thirty (30) days written notice to the Department. VENDOR shall maintain such insurance from the time VENDOR commences performance of services hereunder until the completion of such services. Within sixty (60) days of the commencement of this Agreement, the VENDOR shall furnish certified copies of the policies and all endorsements.

7. Insurance Review

The above insurance requirements are subject to periodic review by the COUNTY. The County's Risk Manager is authorized, but not required, to reduce or waive any of the above insurance requirements whenever the Risk Manager determines that any of the above insurance is not available, is unreasonably priced, or is not needed to protect the interests of the COUNTY. In addition, if the Risk Manager determines that heretofore, unreasonably priced or unavailable types of insurance coverage or coverage limits become reasonably priced or available, the Risk Manager is authorized but not required, to change the above insurance requirements, to require additional types of insurance coverage or higher coverage limits, provided that any such change is reasonable in light of past claims against the COUNTY, inflation, or any other item reasonably related to the County's risk.

Any such reduction or waiver for the entire term of the Agreement and any change requiring additional types of insurance coverage or higher coverage limits must be made by amendment to this Agreement. VENDOR agrees to execute any such amendment within thirty (30) days of receipt.

D. RIGHT TO MONITOR AND AUDIT

1. Right to Monitor

The COUNTY, shall have absolute right to review and audit all records, books, papers, documents, corporate minutes, and other pertinent items as requested, and shall have absolute right to monitor the performance of VENDOR in the delivery of services provided under this Agreement.

VENDOR shall give full cooperation, in any auditing or monitoring conducted. VENDOR shall cooperate with the COUNTY in the implementation, monitoring and evaluation of this agreement and comply with any and all reporting requirements established by the COUNTY.

In the event the COUNTY determines that VENDOR'S performance of its duties or other terms of this Agreement are deficient in any manner, COUNTY will notify VENDOR of such deficiency in writing or orally, provided written confirmation is given five- (5) days thereafter. VENDOR shall remedy any deficiency within forty-eight- (48) hours of such notification, or COUNTY at its option, may terminate this Agreement immediately upon written notice, or remedy deficiency and off set the cost thereof from any amounts due the VENDOR under this Agreement or otherwise.

2. Availability of Records

All records pertaining to services delivered and all fiscal, statistical and management books and records shall be available for examination and audit by COUNTY representatives for a period of three years after final payment under the Agreement or until all pending COUNTY, State and Federal audits are completed, whichever is later.

E. NOTICES AND REPORTS

Any notices and reports required or desired to be serviced by either party upon the other shall be addressed to the respective parties as set forth below:

COUNTY:	LARRY WALKER COUNTY Auditor/Controller-Recorder 222 W. Hospitality Lane, 4th Floor San Bernardino, CA 92415-0018
VENDOR:	JAMES HARPER, Vice President PFA, Inc. 9980 Glenoaks Blvd., Ste. F Sun Valley, CA 91352-1024

COUNTY OF SAN BERNARDINO

<p>_____</p> <p>Dated _____</p> <p>= _____</p> <p>SIGNED AND CERTIFIED THAT A COPY OF THIS DOCUMENT HAS BEEN DELIVERED TO THE CHAIRMAN OF THE BOARD.</p> <p>Clerk of the Board of Supervisors of the County of San Bernardino.</p> <p>By _____</p> <p style="text-align: center;">Deputy</p>	<p>_____</p> <p>By _____</p> <p style="text-align: right;">(Authorized Signature)</p> <p>Dated _____</p> <p>_____</p> <p>Title _____</p> <p>_____</p> <p>Address _____</p> <p>_____</p>
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Approved as to Legal Form	Reviewed as to Affirmative Action	Presented to BOS for Signature
_____	_____	_____

Kevin L. Norris, Deputy County Counsel | =

| =
Department Head

Date _____

Date _____

Date _____

02-12295-000 Rev. 11/90 (short form)

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ATTACHMENT A

PFA, INC.

Statement of Work

The purpose of this Statement of Work is to provide a definition of the services to be provided to the County of San Bernardino Auditor/Controller-Recorder (ACR) by PFA, Inc. (PFA) for the microfilming and indexing of the county's recorded documents.

PFA Responsibilities

GRANTEE/GRANTOR INDEXING

PFA will sub-contract the daily indexing portion of scope of work to HDEP International (HDEP), utilizing the following steps:

1. Twice daily, and/or as arranged with the Auditor/Controller-Recorder, the County will "push" or PFA or its subcontractor will "pull" from the County's computer system one or more Zip files containing the digitized documents that have been completed since the previous image transmission. All FTP transfers will employ an SSL, VPN or other suitable secure connection.
2. PFA or its subcontractor will provide 15 to 20 operators exclusively, as needed to complete San Bernardino County's work.
3. The data entry procedure will include two independent keying steps that are coordinated by the data entry software. In the encoding step, a displayed document calls up a pre-programmed entry screen (based on the document type code provided by the County) and operator keys the fields prompted by that screen. The software associates this keyed information with the image name and stores it on the server. The second, verification step involves an identical procedure except that the more senior verifying operator does not know what the encoder entered. As the verifier keys each character, the data entry software compares each keystroke with that entered by the encoder. If the program detects a mismatch, the system freezes and requires that the verifier re-examine the source character and enter it again. If, after specified number of attempts, the verifier's entry still does not agree with the encoder's, the record is flagged, a question mark is entered in place of the illegible character and the document is sent to validation for more extensive examination.
4. Validation is the process where discrepancies between keying instructions and source document content are investigated and entry issues like illegible characters are resolved. A simple example of an instructional discrepancy would be a field in an entry screen that is programmed to allow an operator to enter only numeric characters and the source field contains both alpha and numeric characters. In this case, the entry screen rule would be looked up in the keying manual. If the program restriction is incorrect, the screen will be reprogrammed to allow A/N entries. If the program is found to be correct, the index record will be flagged for inclusion in an exception report to be reviewed by the County. Resolving illegible characters can be accomplished by viewing the character at higher magnification and considering word context. If the validation staff cannot determine the identity of a character, the record is passed along to with County in an exception report. Data file issues that are resolved in validation will

be inserted into the verified database for delivery to the County. Documents without instructions will be listed in the exception report to be keyed by County staff.

5. The County will determine the number and type of exception reports delivered with each finished batch of index data, including, but not limited to, the following:
 - A list of documents with missing Grantees or Grantors.
 - A list of keyed Trust documents and their Grantee and Grantor entries.
 - An entry in the statistics report that indicates if there is a break in the document number sequence from transmission to transmission.
 - A breakdown of the record files in the statistics report.
 - A list of mismatched document numbers and TIFF names.

PFA guarantees that the procedure outlined above will produce index data that is 99.95% accurate at the character level. This means that every legible character will be correctly entered 99.95% of the time. Any daily batch that does not meet this overall accuracy level will be corrected by PFA at no additional cost to the County.

PRICING - GRANTEE/GRANTOR DATA ENTRY

The cost to transmit the images and data, key and key verify every Grantee Name, every Grantor Name and the "When Recorded Mail Back To" information per the process will be \$0.225 per document. The additional cost to add:

- The Assessor's Parcel Number will be an additional \$0.0375 per document.
- The Lot & Tract information will be an additional \$0.0125 per document.

DELIVERABLE AND COMPLETION TIME

The data captured from the County's Official Records will be delivered to the County within 48 hours of the recording date by attached email. The data file will conform to the import needs of the County's document recording system. The statistics and exception file described above will accompany each batch of data.

IMAGE ARCHIVE (MICROFILM)

Image Archive is PFA's image preservation service that converts digitized images to silver 16mm microfilm. To date, silver 16mm roll microfilm is considered to be the preservation medium of choice for permanent records. The primary purpose for maintaining microfilm is not for active retrieval, but to re-establish digitized images in the event that this becomes necessary. For this reason, PFA is careful to create film that can be scanned and indexed quickly, reliably and at a low cost.

Because of the recording volume in San Bernardino County, PFA will convert the County's digitized images to film on a daily basis. The process is as follows:

1. Using a secure FTP transmission, the County can push or PFA can pull each day's digitized recordings to our production facility in Sun Valley, CA. The documents in these zip files should have completed the County's quality control and indexing procedure to assure that any problems identified in these steps have been corrected prior to committing the images to film.

2. Upon arrival on our server, we will run a set-up program that is customized to the specifications and rules necessary to produce film to the County's requirements. Examples of these requirements are:

- Input – Multi-page TIFFs
- Roll Length – 215 Feet*
- Reduction Ratio – 29X*
- Page Orientation – Comic*
- Blipping Scheme – Dual Level*
- Enclosures – Black Plastic
- Label – County Name, Recording Date, Official Records, Doc # Range, Film Type
- Frame Annotation – Document Number

*These are items that affect the efficient scanning of the film. Comic mode pages on a 215' roll at 29X provide the best combination of image quality and packing density. These are examples of specifications that produce scanner friendly film. By putting a mid-sized blip under the first page of each document and small blip under supporting pages, the scanned images can be indexed and grouped into multi-page image files automatically.

After the set-up procedure is completed, PFA will run data checks against the image file to determine that:

- All of the document numbers are accounted for and are in sequential order.
- All of the pages for each document are present.
- All of the TIFF images are valid.
- All of the pages meet a minimum length (to determine if a scanner has cut a document short).

If the image file passes all of the data checks, it will be sent to one of PFA's seven Kodak Archive Writers for recording on film, using Kodak microfilm that meets the ISO 10602 manufacturing standard for black and white film. If the image file fails to pass any data check, the County will be notified of the problem and asked to email the document(s) or page(s) that did not pass. In rare cases, it may be necessary to re-transmit all or a portion of the zip files.

After the image recording procedure is finished, the film is sent to the darkroom for processing and quality control. PFA is a certified Kodak Info Guard lab. Eastman Kodak Company monitors the procedures to be sure that PFA meets their quality control standards for microfilm processing. This certification qualifies the County for Kodak's microfilm recovery guarantee. If the County's film is damaged in a fire, flood or other disaster, Kodak will offer its recovery services at no cost. The actual amount of recovery will depend on the type and extent of damage the film sustains.

After processing, PFA will visually inspect the film to be sure the contrast, clarity, completeness, frame spacing, blip placement and title targets are correct and within specification. PFA will also look for excessive document skew that could affect the content of a page. The final quality control step involves testing the film for residual fixer. Passing

this residual thiosulfate test it is necessary for the film to qualify for a life expectancy rating of 500 years. The standard for this test is ISO 18917:1999 and PFA runs it every day.

Finally, rolls of film that are ready for delivery are placed in labeled plastic film boxes that meet the ISO 18902:2001 for enclosures. Again, meeting the enclosure standard is necessary for a 500 year LE rating. The final LE-500 standard is one that must be met by the County. It is ISO 18911:2000 – the standard for environmental storage conditions.

PRICING - CONVERSION OF DIGITIZED IMAGE TO MICROFILM

The cost to convert the County's daily recordings to silver, 16mm roll microfilm per the procedures outlined above will be \$25 per conversion event (charged each time the system is set up to produce the County's film) plus \$0.02 per image. PFA expects to record on film every image that is delivered by the County. If the County discovers that a delivered image is missing from a roll, PFA will re-produce that roll correctly at no charge.

In the event that a second silver master is needed, the cost will be an additional \$0.005 per image. The procedures described above will apply to this copy as well.

DELIVERABLE AND COMPLETION TIME

PFA will ship via UPS Groundtrac, each day's recordings on silver, 16mm roll microfilm one day following receipt of the image file. The transit time between Sun Valley and San Bernardino is one day and the freight cost to the County is estimated to be less than \$5.00 per shipment.